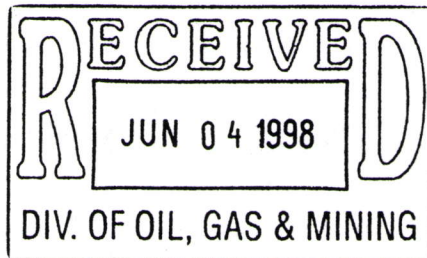


FORM MR-RC  
Revised April 7, 1998  
RECLAMATION CONTRACT



File Number M/045/003

Effective Date June 9, 1998

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940

RECLAMATION CONTRACT  
---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)  
(Mineral Mined)

M/045/003  
LIMESTONE

"MINE LOCATION":  
(Name of Mine)  
(Description)

UTAH MARBLEHEAD LIME QUARRY  
DELLE PROPERTY

TOOELE COUNTY, UTAH

"DISTURBED AREA":  
(Disturbed Acres)  
(Legal Description)

49 ACRES  
(refer to Attachment "A")

"OPERATOR":  
(Company or Name)  
(Address)

UTAH MARBLEHEAD LIME COMPANY  
390 EAST JOE ORR ROAD  
CHICAGO HEIGHTS, IL 60411

(Phone)

708-757-6201

**"OPERATOR'S REGISTERED AGENT":**

(Name)

(Address)

CT CORPORATION SYSTEM

50 W BROADWAY, 8TH FLOOR

SALT LAKE CITY, UTAH 84101-2006

(Phone)

801-364-5101

**"OPERATOR'S OFFICER(S)":**

W.S. BROWN, PRESIDENT

S.E. RITZLER, EVP & SECRETARY

A.F. MIOSSI, VP

**"SURETY":**

(Form of Surety - Attachment B)

SURETY BOND

**"SURETY COMPANY":**

(Name, Policy or Acct. No.)

UNITED STATES FIDELITY & GUARANTY

**"SURETY AMOUNT":**

(Escalated Dollars)

\$62,500

**"ESCALATION YEAR":**

2002

**"STATE":**

State of Utah

**"DIVISION":**

Division of Oil, Gas and Mining

**"BOARD":**

Board of Oil, Gas and Mining

**ATTACHMENTS:**

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between UTAH MARBLEHEAD LIME COMPANY the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/003 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated JUNE 30, 1977, and the original Reclamation Plan dated JUNE 30, 1977. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

UTAH MARBLEHEAD LIME COMPANY  
Operator Name

By ALFRED F. MIOSSI  
Authorized Officer (Typed or Printed)

VP  
Authorized Officer - Position

Alfred F. Miossi  
Officer's Signature

June 7, 1998  
Date

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss:

On the 1st day of JUNE, 19 98, personally  
appeared before me ALFRED F. MIOSSI who being by  
me duly sworn did say that he/she, the said  
is the VICE PRESIDENT of UTAH MARBLEHEAD LIME COMPANY  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
UTAH MARBLEHEAD LIME COMPANY duly acknowledged to me that said  
company executed the same.

Starlyn F. Fairchild  
Notary Public  
Residing at: Cook County, Ill.

March 24, 2001  
My Commission Expires:



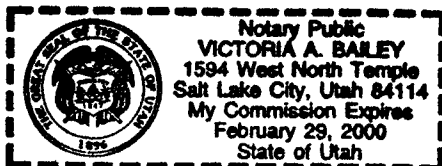
DIVISION OF OIL, GAS AND MINING:

By Lowell P. Braxton  
Lowell P. Braxton, Acting Director

6/9/98  
Date

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss:

On the 9<sup>th</sup> day of JUNE, 1998, personally appeared before me LOWELL P. BRAXTON, who being duly sworn did say that he ~~she~~, the said LOWELL P. BRAXTON is the Acting Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he ~~she~~ duly acknowledged to me that he ~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.



Victoria A. Bailey  
Notary Public  
Residing at: SALT LAKE CITY, UT

FEBRUARY 29, 2000  
My Commission Expires:

**ATTACHMENT "A"**

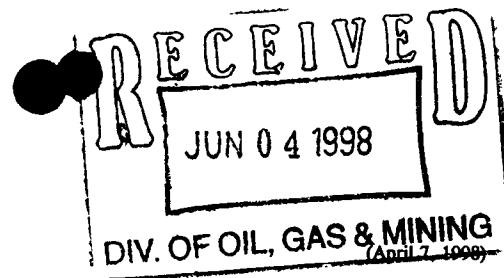
<u>UTAH MARBLEHEAD LIME COMPANY</u>	<u>UTAH MARBLEHEAD LIME QUARRY</u>
<b>Operator</b>	<b>Mine Name</b>
<u>M/045/003</u>	<u>T00ELE</u>
<b>Permit Number</b>	<b>County, Utah</b>

**The legal description of lands to be disturbed is:**

NW 1/4 SW 1/4, W1/2 SE 1/4 OF SECTION 22, TOWNSHIP 2N, RANGE 9W, SLBM. THE PRESENT DISTURBED AREA OF THE QUARRY IS APPROXIMATELY 49.29 ACRES.

ATTACHMENT B

MR FORM 6  
Joint Agency Surety Form



Bond Number \_\_\_\_\_  
Permit Number M/045/003  
Mine Name Utah Marblehead Lime  
Quarry

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
Telephone: (801) 538-5291  
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

SURETY BOND

\*\*\*\*\*

The undersigned Utah Marblehead Lime Company as Principal, and United States Fidelity and Guaranty as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and the USDI Bureau of Land Management, in the penal sum of Sixty-Two Thousand Five Hundred and No/100 dollars (\$ 62,500.00 ).

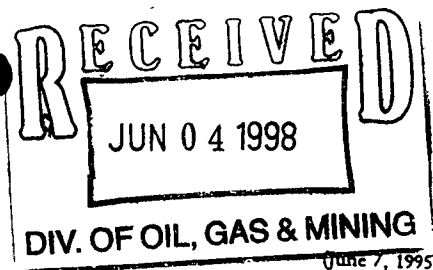
Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 23rd day of August, 19 83, that 49 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.





ATTACHMENT B

MR FORM 6  
Joint Agency Bonding Form

Bond Number \_\_\_\_\_  
Permit Number M/045/003  
Mine Name UTAH MARBLEHEAD LIME QUARRY

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

THE MINED LAND RECLAMATION ACT

SURETY BOND

\*\*\*\*\*

The undersigned Utah Marblehead Lime Company as Principal,  
and United States Fidelity and Guaranty Company as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah,  
Division of Oil, Gas and Mining, and USDI BUREAU OF LAND MANAGEMENT in the  
penal sum of Sixty-Two Thousand Five Hundred and No/100 dollars (\$62,500.00).

Principal has estimated in the Mining and Reclamation Plan approved by the Division  
of Oil, Gas and Mining on the 23rd day of August, 19 83, that 49 acres of  
land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations,  
then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Utah Marblehead Lime Company  
Principal (Permittee)

July 3, 1997  
Date

Alfred F. Miossi  
By (Name typed):

VP  
Title

Alfred F. Miossi  
Signature

Surety Company

United States Fidelity and Guaranty Company  
Company Officer Ava M. Schaefer

July 3, 1997  
Date

Attorney-in-Fact  
Title/Position

Ava M. Schaefer  
Signature

SO AGREED this 9th day of June, 1994.

Lowell P Braxton  
Lowell P. Braxton, Acting Director  
Utah State Division of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

### AFFIDAVIT OF QUALIFICATION

On the 3rd day of July, 19 97, personally appeared before me Ava M. Schaefer who being by me duly sworn did say that he/she, the said Ava M. Schaefer is the Attorney-in-Fact of United States Fidelity and Guaranty Company and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Ava M. Schaefer duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Ava M. Schaefer  
Surety Officer Ava M. Schaefer

Title: Attorney-in-Fact

STATE OF Kentucky )  
COUNTY OF Fayette ) ss:

Subscribed and sworn to before me this 3rd day of July, 19 97.

Frieda Cyrus  
Notary Public Frieda Cyrus

Residing at: 725-A Eureka Springs Drive, Lexington, Kentucky  
40517

My Commission Expires:

August 11, 19 98.

# United States Fidelity and Guaranty Company

## Power of Attorney

No. \_\_\_\_\_



Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **James H. Godfrey, Jr., Phillip S. McCrorie and Ava M. Schaefer**

of the City of **Lexington**, State of **Kentucky** its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertaking required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **7th** day of **June**, A.D. 19**96**.



**United States Fidelity and Guaranty Company,**

(Signed) By *May L. White* Vice President

(Signed) By *Thomas J. Fitzgerald* Assistant Secretary

State of Maryland )

SS:

Baltimore City )

On this **7th** day of **June**, A.D. 19**96**, before me personally came Gary A. Wilson, Vice President of **United States Fidelity and Guaranty Company**, and Thomas J. Fitzgerald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas J. Fitzgerald were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the **1st** day of **August**, A.D. 19**98**.

(Signed) By *George L. Rubright* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on September 24, 1992:

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing in and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas J. Fitzgerald, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **United States Fidelity and Guaranty Company**, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **United States Fidelity and Guaranty Company**, on this **3rd** day of **July**, 19**97**



*Thomas J. Fitzgerald*  
Assistant Secretary